

# NOTICE

## **NO HAND CARRIED OFFERS! NO MAILED OFFERS!**

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver offers submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers via UPS or FEDEX. See provisions located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending offers via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

<b>SOLICITATION, OFFER, AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		
2. CONTRACT NUMBER		3. SOLICITATION NUMBER IFB100009		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/11/2010	
6. REQUISITION/PURCHASE NUMBER CB 100046		7. ISSUED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		8. ADDRESS OFFER TO (If other than Item 7) AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in No Hand Del. until 04:30:00 local time 03/25/2010  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions

10. FOR INFORMATION CALL:	A. NAME Anthony Rowell	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS arowell@aoc.gov
		AREA CODE 202	NUMBER 226-1493	EXT.	

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section 1, Clause No. 52.232-8)	10 CALENDER DAYS(%)	20 CALENDER DAYS(%)	30 CALENDER DAYS(%)	CALENDAR DAYS		
	0.00	0.00	0.00	NUMBER 0	PERCENTAGE 0.00	
14. ACKNOWLEDGEMENT OF AMEND- MENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.		DATE		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER				

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM
24. ADMINISTERED BY (if other than Item 7) AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		25. PAYMENT WILL BE MADE BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices/Costs

All approved equals shall be submitted to the government. In the event approved equals are proposed, then vendors shall supply (1) specified product data sheets indicating equivalency factors highlighted to be met and one (1) proposed product data sheet, specifically highlighting the equivalency factors that have been met from their proposed product. All submittals (See Attachment G) shall be effectively marked on the Excel "Senate Heat Exchanger Estimate sheet" under substitutes with a Yes or No. All proposed products shall be approved by the government prior to any review and acceptance of the vendor's bid price. Any offeror with a submittal as "or equal" and failing to submit a completed Attachment G, the offer/bid will be not be considered for award. Incase of error between unit price and the extended price, the unit price shall take precedence. The contractor is to provide all items per phase, to include shipment for all items identified here in:

BASE

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
1	Phases 1 through 6 Heat Exchange	Total : 1.000000	EA	\$	\$

**Description:**Insert the total firm fix price from the Attachment A Template. Attachment A shall be completed and submitted with bid for Phases One through Six of Senate Heat Exchange Project.

Lump-Sum Price for Base	\$
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B.1 Supplies and Services Pricing Schedule

SEE ATTACHMENT A

## Section C - Description/Specifications/Statement of Work

### C.1 Statement of Work

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#### 1. Purpose:

The Architect of the Capitol intends to replace the old heat exchangers, their steam supply and condensate return piping and their plumbing infrastructure to a more modern energy efficient heat exchanger.

2. Project Products: The Contractor shall provide and deliver the heat exchanges, their steam supply and condensate return piping and their plumbing infrastructure in accordance with the performance specifications detailed here in Section C below.

#### A. Potable Domestic Water Plumbing Phases 1-6

Potable Domestic Water: All potable water piping shall be Type L or K Copper Hard Piping, no substitutions. Mating fittings shall be Viega Propress press style fittings and Cimpres valves, check valves and strainers, or approved equal. Equivalency determination factors shall be as follows:

##### A.1. Press Fittings:

-Press Style Fittings shall be compatible to mate with Types K, L, and M hard copper tubing.-Press Style Fittings shall be approved for use in potable water.-Press Style Fittings shall have an operation pressure range of 200 PSI or better.-Press Style Fittings shall have a max testing pressure of 600 PSI.-Press Style Fittings shall have a Smart Connection system or approved equal.

##### A.2. Press Valves:

-Press valve shall be compatible to mate with Types K, L, and M hard copper tubing.-Press valve shall be approved for use in potable water.-Press valve shall be made of corrosion resistant brass with double EPDM-ASTM, D 2000 M2 O-rings.  
-Press valves shall have a maximum working pressure of 250 PSI.  
-Press valve shall be full port with integral stem Extension.  
-Valves shall have blast proof impact stem design that locates the stem seal, cap stem and stem nut at the end of the stem extension.  
-Press valve extension shall accommodate pipe insulation of 1" on pipe valve sizes ½" to 2".

##### A.3. Nibco Wafer Valves Model No. LD-2000 or approved equal. Equivalency determination factors shall be as follows:

-Wafer Valve shall be constructed of a ductile iron body material.  
-Wafer Valve shall be approved for use in potable water.  
-Wafer Valve shall have a geometric drive molded in seat liner.  
-Wafer Valve shall be compatible for usage in potable water.  
-Wafer Valve shall have a working pressure of 200 PSI.  
-Wafer Valve shall have directional dead ends.

##### A.4. Nibco Ball Valves Model No. S-595-Y or approved equal. Equivalency determination factors shall be as follows:

-Valve shall be approved for the use in potable water.  
-Valve shall be made of a bronze body material.  
-Valve shall be full port  
-Valve shall have bronze trim.  
-Valve shall have blowout proof stem.  
-Valve shall be compatible to Nibco Series 300 Electric Actuators.  
-Valve shall be of the solder type. No threaded type will be accepted.

A.5. Nibco Series 300 Electric Actuator or approved equal. Equivalency determination factors shall be as is follows:

- Electric Actuator shall be compatible to mate and function with Nibco Series S-595 Y ball valves.
- Electric Actuator shall be designed for quarter turn applications.
- Electric Actuator shall have a heater and thermostat install units.
- Electric Actuator shall be permanently lubricated steel gear train.
- Electric Actuator shall have a hardened steel drive shaft.
- Electric Actuator shall have an operating temperature of -40 degree F, to + 140 degree F.
- Electric Actuator shall have single phase capacitor run motor with thermal overload protection.
- Electric Actuator shall have a motor brake standard on 4 and 10 seconds cycle units.
- Electric Actuator shall have enclosures that are CSA certified to NEMA-4, 4X and 7.
- Electric Actuators shall have ISO 5211 mount and drive.
- Electric Actuators shall have a de-clutchable manual override.
- Electric Actuators shall have two ½" NPT conduit entrances.
- Electric Actuators shall be rated for 115 VAC.

A.6. Watts Expansion tank Model No. DETA 30 or approved equal. Equivalency factor shall meet or exceed all specifics of the Watts expansion tank model DETA 30.

A.7. Vacuum Breakers: Watts Vacuum Breaker Model No. N-36-M1. Equivalency factor shall meet or exceed all specifics of the Watts Vacuum Breaker Model No. N-36-01.

A.8. Relief Valves: Watts T&P Relief Valve Series 100XL. Equivalency factor shall meet or exceed all specifics of the Watts Relief Valve Series 100XL.

A.9 Recirculation Pump: B&G Bronze Recirculation Pumps Model No. Series 60 ¼ HP all bronze with 1.25 X 5.25 flute. B&G Check Control Valves Model No. CTFS-1. Equivalency factor shall meet or exceed all specifics of the B&G bronze recirculation pumps series 60 ¼ HP all bronze with 1.25 X 5.25 flute.

#### **B. Steam Supply and Steam Return Phases 1-6:**

All steam supply valves, check valves, strainers, flanges, steam traps and vacuum breakers shall be Nibco type or approved equal. All piping, fittings, valves, check valves, strainers, flanges, and steam traps shall have the equivalency factor to meet or exceed the specific model numbers listed below. All piping, fittings, valves, check valves, strainers, flanges, and steam traps shall be rated for 125lbs to 150lbs steam service or greater and shall be sized as directed on the Senate Heat Exchanger materials take off sheet phases 1 through 6.

- Steam Supply Piping: Shall be Grinnell Schedule 40 Black Steel Grade A seamless or approved equal. Piping shall be made in American.
- Steam Return Piping: Shall be Grinnell Schedule 80 Black Steel Grade A seamless or approved equal. Piping shall be made in American.
- Steam Supply and Return Fittings: Anvil Class 300 Black Malleable fittings or approved equal. Fitting shall be made in America.
- Steam Thread-O-Let or Weld-O-Let Shall be Anvil made or approved equal.
- Anvil pipe hangers Fig 175 or approved equal.
- Steam supply gaskets shall be flexitallic Steam Gaskets or approved equal.

#### **B.1. Valves Nibco Model Numbers:**

- Nibco Globe Valve Model No. F-718-B or approved equal.
- Nibco Bronze Gate Valve Model No. T-111 or approved equal.
- Nibco Bronze Globe Valve Model T-211 or approved equal.

#### **B.2. Check Valves Bronze Nibco Model Numbers:**

-Nibco Model No. T-413 or approved equal.

### B.3. Strainers:

-Nibco 125lb Bronze Strainer Model No. 222A or approved equal.

-Keckley Flanged Strainer Style A 125lb cast iron strainer with 100 mesh screen or approved equal.

### B.4. Flanges:

-Flanges shall be 150 lbs class flanges.

### B.5. Steam Traps:

-Sparix Sarco Float and Thermostatic Steam Trap Model No. FT-15 with 5 PSI DP, Cast Iron Body and Cover, Stainless Steel Internals or approved equal.

## C. Heat Exchanger

2 – Model 3600 NHE 250 A –QSD 15PSI, PVI Storage Type Hot Water Generators or approved equal. Equivalency determination factors shall be as follows:

-250 Gallons Horizontal Nickel shield Nickel Plated Storage Capacity.

-Heat Exchanger storage tank combined into one unit.

-Heat Exchangers shall be constructed for a horizontal installation and confirm to the sizing as follows: 113” measured horizontally and 38” measured vertically, and shall have the exact layout features of the indicated model above. -Unit shall recover 2300 GPH from 40 – 140 degree when supplied with 15 PSI of Steam.

-Unit shall be complete with AGA temperature and pressure relief valves, tank temperature and pressure gauges.

-Unit shall have electronic low water cut off's manual reset high limit device, steam pressure gauges affixed to the unit and Intra tank circulators.

-Unit shall come equipped with steam y strainers, and float and thermostatic condensate traps.\

-Unit shall have double solenoid safety steam intake valves.

-Unit shall be ASME approved and stamped for 150 PSI working pressure.

-Unit shall have 20 year tank warranty, with one year free service policy and factory start up.

-Unit shall come with factor start up upon completion of installation and full freight allowed to jobsite.

## Section D - Packaging and Marking

### D.1 Packing and Marking

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All packaging and markings shall properly reference

the contract number,

and delivery address:

USCB

Room HT-42,

Independence Ave., SE. and South Capitol Street, SE.

Washington, DC 20515.

The shipment shall contain a packing slip that identifies the Manufacture and parts as approved.

**Section E - Inspection and Acceptance**52.252-2 Sec. E CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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## 52.252-2CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.gsa.gov](http://www.gsa.gov) or [www.arnet.gov](http://www.arnet.gov)

(End of clause)

## Clauses By Reference

Clause	Title
52.246-2	Inspection of Supplies--Fixed Price (Aug 1996)



**Section F - Deliveries and Performance****F.1 Place of Delivery and Acceptance**

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All deliveralbes shall be delivered to the following adress:

United States Capitol Building  
Room HT-42  
Independence Avenue & South Capitol Street  
Washington, DC 20515

Point of Contact: Larry Sizemore  
(202) 226-6448 (O)  
(202) 329-6402 (C)

**AOC52.211-4 Term of Contract (Jan 2007)**

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The term of the contract shall be ten weeks from date of award or in accordance with the manufacture's delivery schedule.  
(End of clause)

**52.252-2 Sec. F CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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**52.252-2CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.gsa.gov](http://www.gsa.gov) or [www.arnet.gov](http://www.arnet.gov)

(End of clause)

**Clauses By Reference**

Clause	Title
52.247-34	F.O.B. Destination (Nov 1991)

**Section G - Contract Administration Data**AOC52.201-2 Contracting Officers Technical Representative (COTR) (Mar 2005)

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The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual s responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor s performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.204-6 Capitol Complex Conditions Affecting Contractor Operations (May 2008)

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Capitol Complex operations are, at irregular and unanticipated times, interrupted due to events that can occur on the Capitol Complex, e.g., funerals that utilize the Rotunda, closure of Congressional buildings due to unusual activities, etc. These events can impact AOC contractor operations. Any AOC contractor that becomes aware of an event that may affect its operations on the Capitol Complex may go to [www.aoc.gov/business/contractors](http://www.aoc.gov/business/contractors) to receive current information of the operational status of the Capitol Complex. Before ceasing or limiting its operations, the Contractor must obtain written approval from the Contracting Officer.

(End of clause)

## Section H - Special Contract Requirements

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## Section I - Contract Clauses

### AOC52.202-1 Definitions (Jun 2004)

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- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
  - (b) The term "Architect" as used herein means the Architect of the Capitol.
  - (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
  - (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
  - (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.
- (End of clause)

### AOC52.203-1 Advertising/Promotional Materials (Dec 2005)

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- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
  - (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
  - (c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.
  - (d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.
- (End of clause)

### AOC52.203-2 Disclosure of Information to the General Public (Jun 2004)

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- (a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.
  - (b) General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.
  - (c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.
  - (d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.
- (End of clause)

### AOC52.204-1 Printed or Copied Double-sided on Recycled Paper (Jun 2004)

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The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

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**AOC52.204-4 Personal Identity Verification of Contractor Personnel (Sep 2009)**

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(a) By entering into this contract, the Contractor agrees to comply with all Federal laws that apply to the Contractor's activities, including but not limited to the U.S. Citizenship and Immigration Services' requirement to maintain a signed copy of I-9 Employment Eligibility Verification for each employee in accordance with 8 U.S.C. 1324(a).

(b) The Employment Eligibility Verification Program (E-Verify), operated by the Department of Homeland Security and the Social Security Administration, allows U.S. employers to verify name, date of birth, and Social Security Number, as well as immigration information for non-citizens, against Federal databases in order to verify the employment eligibility of both citizen and non-citizen new hires. All contractors receiving AOC contracts are strongly encouraged to use this program to verify the status of their personnel. Information about the program can be obtained at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) or by calling 1-888-464-4218.

(c) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally-controlled facility or access to a Federal information system.

(End of clause)

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**AOC52.209-2 Restrictions and Disclosures of Organizational and Personal Conflicts of Interest (Oct 2008)**

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(a) If this contract is for the development of specifications or a statement of work, the Contractor shall not incorporate its products or services, or the products or services of its affiliates or companies owned or partially owned by its principals, into the specifications or statement of work without the express written permission of the Contracting Officer. The Contractor agrees to include this requirement in any subcontracts concerning the performance of this contract.

(b) If the Contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated subsequently into a solicitation for the AOC requirement, the Contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under any subsequent contract.

(c) The Contractor agrees to notify immediately the AOC Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its principals or employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(d) Nondisclosure or misrepresentation of a conflict of interest may result in the termination of the contract at no expense to the Government.

(End of clause)

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**AOC52.216-6 Undefinitized Contract Actions (Mar 2005)**

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(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and incorporated by reference under any undefinitized contract issued.

(b) The scope of work as originally issued on the undefinitized contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that

reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable.

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of the funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

#### AOC52.219-1 Utilization of Small Business Concerns (Aug 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

#### AOC52.222-3 Convict Labor (Jun 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

#### AOC52.223-9 Accident Prevention and Safety and Health Programs (Sep 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

#### AOC52.228-4 Indemnification and Hold Harmless Agreement (Jun 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to

judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.  
(End of clause)

AOC52.232-6 Payment by Electronic Funds Transfer - Other than Central Contractor Registration (Jan 2010)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (c)).

(b) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(c) *Changes after award to EFT information.* (1) If any EFT information changes after award of the contract or if the Contractor seeks to correct EFT information previously submitted, the Contractor shall request the SF 3881, ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM, and AOC Form 34-04-01, ARCHITECT OF THE CAPITOL VENDOR REQUEST FORM, from the Contracting Officer, complete the two forms, and submit them to the address designated in this paragraph. The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (b) of this clause.

(2) The Contractor shall send any changes to EFT information to the office designated in this paragraph of this clause. The Contractor shall not send EFT information to any other office and the Government need not use any EFT information sent to any office other than that designated in this paragraph. The designated office is:

Architect of the Capital  
Procurement Division, Ford House Office Building  
2<sup>nd</sup> and D Streets SW  
Washington, DC 20515  
Telephone: (202) 226-1942  
E-mail: [accountingmyfax@aoc.gov](mailto:accountingmyfax@aoc.gov)  
Facsimile: (202) 225-3221

(3) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(4) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(d) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (c) shall apply.

(e) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (c) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (c) of this clause.

(f) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(g) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(l) The obligation of the Government to make any of the payments required under any of the provisions of this contract shall, at the discretion of the Contracting Officer, be subject to:

(1) Reasonable deductions on account of defects in material or workmanship; and

(2) Any claims which the Government may have against the Contractor under or in connection with this contract. Any overpayments to the Contractor shall, unless otherwise adjusted, be repaid to the Government upon demand.

(End of clause)

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#### AOC52.232-7 Discounts (Aug 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

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#### AOC52.232-12 Assignment - Supplement (Sep 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in



## Section I.

(End of clause)

AOC52.233-1 Disputes (Mar 2008)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. 110-161. (31 U.S.C. 702 NOTE).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. For the purposes of this clause, all final decisions shall be rendered by the Architect of the Capitol's Director or Deputy Director, Procurement Division.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety days of receipt of a Contracting Officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street NW, Room 7182, Washington, DC 20548; facsimile 202-512-9749 or e-mail CAB@gao.gov.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

AOC52.233-2 Claims for Equitable Adjustments - Waiver and Release of Claims (Jun 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

## AOC52.233-4 Damages for Delay (Nov 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

## 52.243-1 Alt I Changes--Fixed Price (Aug 1987)- Alternate I (Apr 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

## 52.223-3 Alt I Hazardous Material Identification and Material Safety Data (Jan 1997)- Alternate I (July 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard

No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous

material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, list None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered

under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the

requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph

(b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is

the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete

or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit

the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility

or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials

identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the

Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's

must be placed in a weather resistant envelope.

(End of clause)

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#### 52.222-26 Equal Opportunity (Mar 2007)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not

apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-35      Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (Sept 2006)

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(a) *Definitions.* As used in this clause-

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee -

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran means" --

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability --

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era means" a person who --

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred --

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed --

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the

District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall --

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

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52.222-36 Affirmative Action for Workers with Disabilities (June 1998)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as --

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating --

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

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52.222-50 Combating Trafficking in Persons (Feb 2009)

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(a) *Definitions.* As used in this clause --

"Coercion" means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person --

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of --

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.



"Severe forms of trafficking in persons" means --

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not --

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall --

- (1) Notify its employees of --

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of --

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in--

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;

- (3) Suspension of contract payments;

- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

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52.223-6 Drug Free Workplace (May 2001)

(a) *Definitions*. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

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52.225-13 Restrictions on Certain Foreign Purchases (June 2008)

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(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

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52.227-3 Patent Indemnity (Apr 1984)

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(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to

(1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)

(a) As used in this clause-

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

(a) The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor and not otherwise specified, payment for accepted partial deliveries shall be made whenever such payment would equal [50 percent of the total amount of this contract].

(b) If partial payments are to be made, all material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility of

ing contractual requirements for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(c) Upon completion and acceptance of all work, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed invoice and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than claims, if any, in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(d) Until further notice, properly certified invoices shall be e-mailed to [accountingmyfax@aoc.gov](mailto:accountingmyfax@aoc.gov) or faxed to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
  - (2) Name, address and Taxpayer I.D. of Contractor;
  - (3) Invoice Date;
  - (4) Unique invoice number for that particular invoice; and
  - (5) Amount by line item including quantity and unit pricing (see the SCHEDULE OF ITEMS in Section B)
- (e) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.
- (f) The obligation of the Government to make any of the payments required under any of the provisions of this contract shall, at the discretion of the Contracting Officer, be subject to:
- (1) Reasonable deductions on account of defects in material or workmanship; and
  - (2) Any claims which the Government may have against the Contractor under or in connection with this contract. Any overpayments to the Contractor shall, unless otherwise adjusted, be repaid to the Government upon demand.
- (End of clause)

#### 52.252-2 Sec. I CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.gsa.gov](http://www.gsa.gov) or [www.arnet.gov](http://www.arnet.gov)

(End of clause)

#### Clauses By Reference

Clause	Title
52.202-1	Definitions (July 2004)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)

Clause	Title
52.222-20	Walsh-Healy Public Contracts Act (Dec 1996)
52.225-1	Buy American Act--Supplies (Feb 2009)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation (Apr 1984)
52.243-1	Changes--Fixed Price (Aug 1987)
52.246-23	Limitation of Liability (Feb 1997)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (May 2004)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.214-29	Order of Precedence--Sealed Bidding (Jan 1986)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.211-5	Material Requirements (Aug 2000)

## Section J - List of Attachments

### J.1 Attachments and Appendix

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Attachment A Section B Supplies and Serviced, and Price/Cost Senate Heat Exchanger Project Phases 1 -6

Attachment B ACH Enrollement Form

Attachment C Vendor Request Form

Attachment D W-9 Tax ID Form

Attachment E US Capitol Police Request for Check of Criminal History Records

Attachment F USCP Vehicle Delivery Procedures Reference Guide.

Attachment G Senate Heat Exchanger Project Phases 1 - 6 Submittal Request Sheet.

**Section K - Representations, Certifications and Other Statements of Offerors**52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

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The offeror represents that--

- (a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

AOC52.204-2 Data Universal Numbering System (Duns) Number (Jun 2004)

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(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(d) Enter DUNS number: \_\_\_\_\_.

(End of provision)

AOC52.204-3 Representations and Certifications (Nov 2004)

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The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

AOC52.209-1 Organizational and Personal Conflicts of Interest (Oct 2008)

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(a) The offeror certifies that, to the best of its knowledge and belief, there \_\_\_\_\_ are \_\_\_\_\_ are not any relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

(b) The offeror certifies that, to the best of its knowledge and belief, there \_\_\_\_\_ are \_\_\_\_\_ are not any relevant facts or circumstances which could give rise to a personal conflict of interest, as defined in FAR Subpart 9.5.

(c) If this procurement is for the construction of a building or building structure, or providing one or more system or item(s) that were engineered, designed, or developed under a previous contract or subcontract, by completing the certification in paragraphs (a) and (b) of this provision, the offeror certifies that, to the best of its knowledge and belief, it or none of its principals participated in the previously awarded contract for the engineering, designing, or developing of the requirements in this solicitation.

(End of provision)



AOC52.209-3 Company Principals (Oct 2008)

The offeror represents that the following persons are principals (see FAR 52.209-5(a)(1)(ii)(2), Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, for definition of "principals") of the offeror's company. If none in the title(s) shown, indicate "none".

\_\_\_\_\_  
Chief Executive Officer (print name)

\_\_\_\_\_  
President (print name)

\_\_\_\_\_  
Vice President (print name)

\_\_\_\_\_  
Secretary (print name)

\_\_\_\_\_  
Treasurer (print name)

\_\_\_\_\_  
Director (print name)

\_\_\_\_\_  
Controller (print name and title)

\_\_\_\_\_  
Other (print name and title)

(End of provision)

AOC52.219-2 AOC52.219-2 Small Business Representations and Certifications (Sep 2008)

(a) The North American Industry Classification System (NAICS) code for this procurement is 333414 and the small business size standard is 500 employees (if this requirement is for manufacturing or trade) or \$ \_\_\_\_\_ (if this requirement is for services, including construction).

(b) The Architect of the Capitol maintains information on the types of contractors to whom contract and order awards are made in order to monitor the success of our efforts to improve contracting opportunities in the small business community. Therefore, each offeror shall complete the information regarding the classification of its type of entity.

(c) Definitions. As used in this provision --

"Small business" means a business concern that is organized for profit, has a place of business in the United States, and does not exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity.

"Service-disabled veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern (1) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

"Large business concern" is an entity that is organized for profit, has a place of business in the United States, and exceeds the size standard for its industry.

"Nonprofit organization" is an entity that is not organized for profit, e.g., the American Red Cross, universities, and foundations.

"Foreign contractor" is an entity organized for profit that is not in the United States.

(d) Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns are subcategories of small business. Small disadvantaged business and HUBZone small business concerns require certification by the U.S. Small Business Administration. Additional information is available at <http://www.sba.gov>.

(e) For entities organized for profit, the size standards for each industry can be found at <http://www.sba.gov/gopher/Government-Contracting/Size/>. A business is large if the number of employees or revenue amount exceeds that shown in the applicable industry.

(f) Indicate below the information that best describes your organization and check all categories that apply. For example, if your organization is women-owned and veteran-owned small business, then check "Small Business", "Women-owned small business", and "Veteran-owned small business".

- \_\_\_\_\_ Nonprofit organization (do not check any other box).
- \_\_\_\_\_ Large business (do not check any other box).
- \_\_\_\_\_ Foreign contractor (do not check any other box).
- \_\_\_\_\_ State/local/Federal government agency (do not check any other box).
- \_\_\_\_\_ Small business (see 13 CFR Part 121).
- \_\_\_\_\_ HUBZone small business (see 13 CFR Part 126).
- \_\_\_\_\_ Small disadvantaged business (see 13 CFR 124.1002).
- \_\_\_\_\_ Service-disabled veteran-owned small business (see 38 U.S.C. 101(2) and 38 U.S.C. 101(16)).
- \_\_\_\_\_ Veteran-owned small business (see 38 U.S.C. 101(2)).
- \_\_\_\_\_ Women-owned small business.

(End of provision).

52.225-2 Buy American Act Certificate (Feb 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

<i>Line Item No.</i>	<i>Country of Origin</i>

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

52.225-18 Place of Manufacture (Sept 2006)

(a) *Definitions.* As used in this clause--

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(End of provision)

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52.209-5 Certification Regarding Responsibility Matters (Dec 2008)

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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.204-3 Taxpayer Identification (Oct 1998)

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##### (a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

##### (d) *Taxpayer Identification Number (TIN).*

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

\_\_ Sole proprietorship;

\_\_ Partnership;

\_\_ Corporate entity (not tax-exempt);

\_\_ Corporate entity (tax-exempt);

\_\_ Government entity (Federal, State, or local);

\_\_ Foreign government;

\_\_ International organization per 26 CFR 1.6049-4;

\_\_ Other \_\_\_\_\_.

(f) *Common parent.*

\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(End of provision)

## Section L - Instructions, Conditions and Notices to Offerors

### AOC52.204-5 Registration In The Central Contractor Registration (CCR) (Nov 2007)

(a) The Architect of the Capitol anticipates that in the future the agency's contractors may have to register in the CCR database. This is the primary vendor database for the Executive Branch of the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

(b) CCR requires vendors to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status. CCR validates the vendor information and electronically shares the secure and encrypted data with the Federal agencies' finance offices to facilitate paperless payments through electronic funds transfer (EFT).

(c) The AOC is now encouraging all vendors to register in the CCR if they have not already done so. Vendors can register on line at <http://ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

(End of provision)

### AOC52.206-1 Procurement Authority for the Architect of the Capitol (Sep 2007)

The authority for all purchase orders and contracts awarded by the Architect of the Capitol is 41 U.S.C. 5, 41 U.S.C. 6a-1, and 41 U.S.C. 6a-2, as amended by Public Laws 107-68, 108-7, and 108-83.

(End of Provision)

### AOC52.214-2 Public Bid Opening (Nov 2009)

Due to the security requirements of the United States Capitol Police, the public bid opening is after the date for receipt of bids. A public bid opening will be held on April 1, 2010 at 2:00pm in the Ford House Office Building, 2<sup>nd</sup> and D Streets, SW, Room H2-123, Washington, DC 20515.

(End of provision)

### AOC52.232-14 Submission of Electronic Funds Transfer Information (Oct 2008)

(a) *Method of payment.* All payments by the Government under any contract resulting from this solicitation shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of AOC52.232-6, Payment by Electronics Funds Transfer - Other Than Central Contractor Registration.

(b) *Mandatory submission of EFT information.* The offeror must submit SF 3881, ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM, with its proposal. Award cannot be made without this properly prepared form.

(End of provision)

### AOC52.215-2 Interpretations and Amendments (Jun 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to [arowell](mailto:arowell) or via facsimile to 866-325-3501.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be

submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

- (i) Signing and returning the amendment;
- (ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;
- (iii) Letter or telegram; or
- (iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

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52.214-10 Contract Award--Sealed Bidding (July 1990)

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(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may-

- (1) Reject any or all bids;
- (2) Accept other than the lowest bid; and
- (3) Waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

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52.214-12 Preparation Of Bids (Apr 1984)

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(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

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52.214-3 Amendments to Invitations for Bids (Dec 1989)

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(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

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52.214-4 False Statements in Bids (Apr 1984)

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Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

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52.214-5 Submission of Bids (Mar 1997)

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(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) -

(1) Addressed to the office specified in the solicitation; and

(2) Showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

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52.214-6 Explanation to Prospective Bidders (Apr 1984)

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Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

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52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)

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(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and-

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or



(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

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#### AOC52.214-1 Submission of Bids Supplement (Nov 2009)

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(a) Due to the security requirements of the United States Capitol Police, bids and bid modifications must be sent via Federal Express (FEDEX) or United Parcel Service (UPS). No other method of delivery is acceptable. Handcarried bids and bid modifications will be rejected, as will delivery by regular U.S. Mail. See "Notice for Delivery" on the front of the solicitation.

(b) Bidders are responsible for submitting bids and bid modifications so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt of bids is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(c) To assist in tracking of bids, bidders are requested to fax a copy of their signed "Solicitation, Offer and Award" form as well as a copy of the FEDEX or UPS receipt to Anthony Rowell at (202) 866-325-3501 at the time of the mailing of their bid.

(End of provision)

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#### 52.216-1 Type of Contract (Apr 1984)

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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

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#### 52.211-6 Brand Name or Equal (Aug 1999)

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(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

#### L.1 Instructions for Submittals

All approved equals shall be submitted to the government. In the event approved equals are proposed, then vendors shall supply (1) specified product data sheets indicating equivalency factors highlighted to be met and one (1) proposed product data sheet, specifically highlighting the equivalency factors that have been met from their proposed product. All submittals (See Attachment G) shall be effectively marked on the Excel "Senate Heat Exchanger Estimate sheet" under substitutes with a **Yes** or **No**. All proposed products shall be approved by the government prior to any review and acceptance of the vendor's bid price.

#### AOC52.215-1 Instructions to Offerors (Jul 2007)

(a) Definitions. As used in this provision --

**Proposal modification** is a change made to a proposal before the solicitation s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

**Proposal revision** is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

**Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) Packaging, transmission, and tracking of proposals. (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled, "SOLICITATION, OFFER, AND AWARD", the offeror shall enclose the completed Schedule page; offer guarantee, if required; and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Anthony Rowell, Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall write Bid Documents Enclosed, H2-263 Bid Room, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. See Notice for Delivery on the front of the solicitation.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed Solicitation, Offer and Award form as well as a copy of the FEDEX or UPS receipt to Anthony Rowell to [(866) 325-3501 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL.** See notice attached to this solicitation for special instructions.

(d) Submission, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and

was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

**Section M - Evaluation Factors for Award**

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## ATTACHMENT A

## Attachment A Senate Heat Exchanger Project Phases 1 - 6 Vendor Request for Quotation Template.

## Phase One: Domestic Water to Expansion Tank.

Product Description	Substitute	Unit	Quantity	Price	Total
1 - 4" Propress Slip Coupling	EA	1			\$0.00
1 - 4 X 4 X 2-1/2" Propress Tee Model No. 91392	EA	1			\$0.00
3 - 2-1/2" Propress 90's Model No. 91357	EA	3			\$0.00
2 - 2-1/2" Propress Flanges Model No. 19728	EA	2			\$0.00
2 - 2-1/2" Flange Pack Kits	EA	2			\$0.00
2 - 2-1/2" Mahoney Flange Pack Kits	EA	2			\$0.00
1 - Nibco 2-1/2" Lug Style Valve Model No. LD-2000	EA	1			\$0.00
1 - 2-1/2" X 2-1/2" X 2" Propress Tee Model No. 91402	EA	1			\$0.00
1 - 2-1/2" X 1" Propress Fitting Reducer Model No. 20814	EA	1			\$0.00
1 - 1" Cimpres Ball Valve Model No. CIM 220G.1	EA	1			\$0.00
6 - 2" Propress 90's Model No. 77342	EA	6			\$0.00
1 - 2" Propress Check Valves Model No. 22378	EA	1			\$0.00
1 - 2" X 2" X 1" Propress Tee Model No. 94772	EA	1			\$0.00
3 - 1" Propress 90's Model No. 77327	EA	3			\$0.00
1 - 1" Cimpres Ball Valve Model No. CIM 225.1	EA	1			\$0.00
1 - 1" Propress Male Adapter 77842	EA	1			\$0.00
1 - 1" Brass Tee	EA	1			\$0.00
1 - 1 X 3/4" Brass Bushing	EA	1			\$0.00
1 - Box of 1" Brass Nipples	EA	1			\$0.00
1 - Brass Union	EA	1			\$0.00
1 - 1 X 4" Dielectric Nipple	EA	1			\$0.00
1 - Watts Expansion Tank Model No. DETA 30	EA	1			\$0.00
1 - 3/4" Watts T&P Relief Valve Series 100XL	EA	1			\$0.00
2 - 3/4" Propress 90's Model No. 77322	EA	2			\$0.00
1 - 3/4" Male Adapter Model No. 77832	EA	1			\$0.00
2 - 2" Nibco Sweat Ball Valves Model No. S-595-Y	EA	2			\$0.00
2 - 2" Nibco Actuator Valves Model No. Series 300 - 4	EA	2			\$0.00

6 - 2" Propress 90's Model No. 77342	EA	6	\$0.00
4 - 2 X 3/4" Propress Fitting Reducers Model No. 15583	EA	4	\$0.00
2 - 3/4" Propress Female Adapters Model No. 77907	EA	2	\$0.00
2 - 3/4" Watts Vacuum Breakers Model No. N-36-M1	EA	2	\$0.00
2 - 2 X 2 X 1-1/4" Propress Tees Model No. 77487	EA	2	\$0.00
2 - 2" Propress Bronze Union Model No. 77777	EA	2	\$0.00
2 - 2X4" Threaded Dielectric Nipple.	EA	2	\$0.00
6 - 2-1/2" Copper Split Ring Hangers	EA	6	\$0.00
12 - 2" Copper Split Ring Hangers	EA	12	\$0.00
40' of 2-1/2" Type L Copper	FT	40	0.00
40' of 2" Type L Copper	FT	40	0.00
20' of 1" Type L Copper	FT	20	0.00

**Total Amount for Phase One**

**\$0.00**

#### Approved Equals / Equivalency Factors:

All approved equals shall be submitted to the government. In the event approved equals are proposed, vendor shall supply (1) specified product data sheets indicating equivalency factors highlighted to be met and one (1) proposed product data sheet, specifically highlighting the equivalency factors that have been met from their proposed product. All submittals shall be effectively marked on the Excel "Senate Heat Exchanger Estimate sheet" under substitutes with a Yes or No. All proposed products shall be approved by the government prior to any acceptance of the vendors Request for Quotation.

All submittals will first come to Anthony Rowell (Contract Specialist) and filtered to Larry Sizemore (Project Manager). Submittals will then be sent to Mike Azarcon (Mechanical Engineer) for mechanical items and Bobby Soriano (Plumbing Engineer) for plumbing items. All submittal whether approved or disapproved will be incorporated in the Project Charter for future references.



## Senate Heat Exchanger Project Phases 1 - 6 Vendor Request for Quotation Template.

## Phase Two: Hot Water Piping.

Product Description	Substitute	Unit	Quantity	Price	Total
2 - 2 X 4" Threaded Dielectric Nipples		EA	2		\$0.00
2 - 2" Propress Bronze Unions Model No. 77777		EA	2		\$0.00
2 - 2" Propress 90's Model No. 77342		EA	2		\$0.00
1 - 2" Propress Tee Model No. 77477		EA	1		\$0.00
1 - 2 X 2-1/2" Propress Fitting Reducer Model No. 20700		EA	1		\$0.00
2 - 2" Propress Check Valves Model No. 22378		EA	2		\$0.00
2 - 2" Nibco Ball Valves Model No. S-595-Y		EA	2		\$0.00
2 - Nibco Electric Actuators' Model No. Series 300 - 4		EA	2		\$0.00
3 - 2-1/2 X 2-1/2 X 2" Tee's Model No. 91402		EA	3		\$0.00
1 - 2-1/2" X 2-1/2 X 1" Propress Tee Model No. 22293		EA	1		\$0.00
1 - 2-1/2 X 1" X 2-1/2" Propress Tee Model No. 20689		EA	1		\$0.00
1 - 2-1/2" X 3" Fitting Reducer 20715		EA	1		\$0.00
4 - 3" Propress 90's Model No. 20628		EA	4		\$0.00
1 - 3" Nibco Lug Style Valve Model No. LD-2000		EA	1		\$0.00
2 - 3" Propress Flanges Model No. 20858		EA	1		\$0.00
2 - 3" Mahoney Kits		EA	2		\$0.00
2 - 3" Flange Pack Kits		EA	2		\$0.00
1 - 3X3X1" Propress Tee Model No. 22308		EA	1		\$0.00
1 - 3" Propress Tee Model No. 20693		EA	1		\$0.00
1 - 3" Propress Slip Coupling Model No. 91482		EA	1		\$0.00
6 - 2-1/2" Copper Split Ring Hangers		EA	6		\$0.00
4 - 2X2X3/4" Propress Tee Model No. 94777		EA	4		\$0.00
1 - 1X1X3/4" Propress Tee Model No. 77437		EA	1		\$0.00
5 - 2" Crimpress Valves Model No. CIM 225.1		EA	5		\$0.00
5 - 3/4" Crimpress Valves Model No. CIM 225.1		EA	5		\$0.00
100' 2" Type L Copper Tubing		FT	100		\$0.00
60' of 1" Type L Copper Tubing		FT	60		\$0.00



40' of 3" Type L Copper	FT	40	\$0.00
20' of 2-1/2" Type L Copper	FT	20	\$0.00
12 - 2" Propress Copper 90's Model No. 77342	EA	12	\$0.00
1 - XL-C Copper Pressing Rings With V2 Actuator	EA	1	\$0.00
12 - Black Sharpies	BX	12	\$0.00
2 - Boxes of Carpenters Pencils	BX	2	\$0.00
<b>Total Amount for Phase Two</b>			<b>\$0.00</b>

**Approved Equals / Equivalency Factors:**

All approved equals shall be submitted to the government for review. In the event approved equals are proposed, vendor shall supply (1) specified product data sheets indicating equivalency factors highlighted to be met and one (1) proposed product data sheet, specifically highlighting the equivalency factors that have been met from their proposed product. All submittals shall be effectively marked on the Excel "Senate Heat Exchanger Estimate sheet" under substitutes with a Yes or No. All proposed products shall be approved by the government prior to any acceptance of the vendors Request for Quotation.

All submittals will first come to Anthony Rowell (Contract Specialist) and filtered to Larry Sizemore (Project Manager). Submittals will then be sent to Mike Azarcon (Mechanical Engineer) for mechanical items and Bobby Soriano (Plumbing Engineer) for plumbing items. All submittal whether approved or disapproved will be incorporated in the Project Charter for future references.

**Senate Heat Exchanger Project Phases 1 - 6 Vendor Request for Quotation Template.**

**Phase Three: Hot Water Piping.**

<b>Product Description</b>	<b>Substitute</b>	<b>Unit</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
12 – 1-1/4" Propress 90's Model No. 77332		EA	12		\$0.00
6 – 1-1/4" Propress Tee Model No. 77442		EA	6		\$0.00
8 – 1-1/4" Crimpress Ball Valve Model No. CIM 225.1		EA	8		\$0.00
2 – 1-1/4" Nibco Sweat Ball Valve Model No. S-595-Y		EA	2		\$0.00
2 – 1-1/4" Nibco Electric Actuator Valves Model No. Series 300-4		EA	2		\$0.00
8 – 1-1/4" Propress Male Adapter's Model No. 77857		EA	8		\$0.00
2 – B&G Bronze Recirculation Pumps Model No. Series 60					
1/4 HP ALL BRONZE – 1.25 X 5.25 flute.		EA	2		\$0.00
4 – B&G Check Control Valves Model No. CTFS - 1		EA	4		\$0.00
2 – 1-1/4" Propress Check Valves Model No. 78228		EA	2		\$0.00
12 – 1-1/4" Copper Split Ring Hangers		EA	12		\$0.00
12 – 1-1/4" Copper Clevvis Hangers		EA	12		\$0.00
80' of 1-1/4" Type L Copper Pipe		FT	80		\$0.00
4 – 1-1/2 X 1-1/4 Propress Fitting Reducers		EA	4		\$0.00
<b>Total Amount for Phase Three</b>					<b>\$0.00</b>

**Approved Equals / Equivalency Factors:**

All approved equals shall be submitted to the government for review. In the event approved equals are proposed, vendor shall supply (1) specified product data sheets indicating equivalency factors highlighted to be met and one (1) proposed product data sheet, specifically highlighting the equivalency factors that have been met from their proposed product. All submittals shall be effectively marked on the Excel "Senate Heat Exchanger Estimate sheet" under substitutes with a Yes or No. All proposed products shall be approved by the government prior to any acceptance of the vendors Request for Quotation.

All submittals will first come to Anthony Rowell (Contract Specialist) and filtered to Larry Sizemore (Project Manager). Submittals will then be sent to Mike Azarcon (Mechanical Engineer) for mechanical items and Bobby Soriano (Plumbing Engineer) for plumbing items. All submittal whether approved or disapproved will be incorporated in the Project Charter for future references.

## Senate Heat Exchanger Project Phases 1 - 6 Vendor Request for Quotation Template.

## Phase Four: Steam Supply.

Product Description	Substitute	Unit	Quantity	Price	Total
8 – 3” Steam Gaskets		EA	8		\$0.00
8 - 150 # Steel Slip On Flanges		EA	8		\$0.00
2 – 3” Nibco Globe Valves Model No. F-718-B Rated for 125 lbs Saturated Steam		EA	2		\$0.00
8 – 3” Butt Weld 90°.		EA	8		\$0.00
4 – 3” Butt Weld 45°		EA	4		\$0.00
2 – 3” X 3 X 2-1/2” Butt Weld Tees		EA	2		\$0.00
4 – 3” Butt Weld Caps		EA	4		\$0.00
6 – 3/4” Thread – o – lets		EA	6		\$0.00
8 – 3/4” Nibco Globe Valve Model No. T-211 Rated for 125 lbs of Saturated Steam		EA	8		\$0.00
2 – 3/4” X 1/4” Thread Black Bushings		EA	2		\$0.00
2 – 1/4” Thread Black 90°		EA	2		\$0.00
2 – 1/4” MIP X 1/4” FIP Black Steel Siphon Tubes		EA	2		\$0.00
2 – 1/4” X 2-1/2” Face 0-30 PSI Pressure Gauges		EA	2		\$0.00
14 – 3/4” Nibco Thread Gate Valves Model No. T111		EA	14		\$0.00
6 – 3/4” Nibco 125 lbs Bronze Strainers Model No. 222A		EA	6		\$0.00
2 – 3/4” Nibco 125 lbs Bronze Check Valves Model No. T-413		EA	2		\$0.00
6 – 3/4” Thread Black Steel Unions		EA	6		\$0.00
24 – 3/4” Thread Black Steel 90°		EA	24		\$0.00
12 – 3/4” Thread Black Steel 45°		EA	12		\$0.00
2 – 3” Keckley Flanged Strainers Style A 125# Flanged Cast Iron, with 100 mesh screen.		EA	2		\$0.00
8 – 3” Flange Pack Kits		EA	8		\$0.00
8 – 3” Flexitallic Steam Gaskets		EA	8		\$0.00
4 – 1/2” Nibco Thread Gate Valves Model No. T111		EA	4		\$0.00



2 – Boxes of 3/4" Steel Nipples, Schedule 80	BX	2	\$0.00
10 – 3/4" Black Steel Threaded Caps	EA	10	\$0.00
6 – 1/2" Black Steel Threaded Caps	EA	6	\$0.00
63' of 3" Seamless Schedule 40 Black Steel Pipe Cut into 10'6" lengths	FT	63	\$0.00
21' of 2-1/2" Seamless Schedule 40 Black Steel Pipe Cut into 10'6" lengths	FT	21	\$0.00
21' of 2" Seamless Schedule 40 Black Steel Pipe Cut in 10'6" lengths	FT	21	\$0.00
42' of 3/4" Seamless T&C Black Steel Pipe Cut in 10'6" lengths	FT	42	\$0.00
4 – Sparix Sarco Float and Thermostatic Steam Traps Model No. FT – 15 with 5 psi DP Cast Iron body and Cover, Stainless Steel Internals	EA	4	\$0.00
6 – Tubes of Pipe Dope.	EA	6	\$0.00
10 – Anvil Pipe Hangers, FIG 175, 3" in size	EA	10	\$0.00
24 – 3/4" Black Steel Split Ring Hangers	EA	24	\$0.00
2 – 1" Globe Valves Model No. T-211 Rated for 125# Steam.	EA	2	\$0.00
1 – Box of 1" Black Steel Assorted Nipples, Schedule 80.	BX	1	\$0.00
<b>Total Amount for Phase Four</b>			<b>\$0.00</b>

#### Approved Equals / Equivalency Factors:

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All submittals will first come to Anthony Rowell (Contract Specialist) and filtered to Larry Sizemore (Project Manager). Submittals will then be sent to Mike Azarcon (Mechanical Engineer) for mechanical items and Bobby Soriano (Plumbing Engineer) for plumbing items. All submittal whether approved or disapproved will be incorporated in the Project Charter for future references.

## Senate Heat Exchanger Project Phases 1 - 6 Vendor Request for Quotation Template.

## Phase Five: Condensate Return.

Product Description	Substitute	Unit	Quantity	Price	Total
12 – 2" Black Malleable Fitting Class 300		EA	12		\$0.00
6 – 2" Black Malleable Unions Class 300		EA	6		\$0.00
4 – 2" Black Malleable Tees Class 300		EA	4		\$0.00
8 – 2" Nibco Bronze Gate Valves Model No. T-111		EA	8		\$0.00
2 – 3 X 2" Eccentric Reducer Threaded		EA	2		\$0.00
2 – 3 X 2" Concentric Reducer Threaded		EA	2		\$0.00
6 – 2 X 2 X 3/4" Black Malleable Reducing Tee Class 300		EA	6		\$0.00
6 – 3/4" Black Malleable Unions Class 300		EA	6		\$0.00
8 – 3/4" Nibco 125 Bronze Gate Valves Model No. T-211		EA	8		\$0.00
6 – 2" Black Malleable Couplings Class 300		EA	6		\$0.00
6 – 1-1/2" Black Malleable Couplings Class 300		EA	6		\$0.00
6 – 1-1/4" Black Malleable Couplings Class 300		EA	6		\$0.00
6 – 1" Black Malleable Couplings Class 300		EA	6		\$0.00
6 – 3/4" Black Malleable Couplings Class 300		EA	6		\$0.00
2 – 3/4" Nibco Bronze 125# Class Check Valves		EA	2		\$0.00
2 – 3/4" Nibco Bronze 125# Class Strainers Model No. T-222A		EA	2		\$0.00
2 – 1/2" Nibco Gate Valve's Model No. T-211		EA	2		\$0.00
2 – 2" Nibco Bronze 125# Class Check Valves		EA	2		\$0.00
4 – 3 X 3" Schedule 80 Nipples		EA	4		\$0.00
105' of 2" Schedule 80 Black Steel Pipe Cut into 10'6" length		FT	105		\$0.00
42' of 3/4" Schedule 80 Black Steel Pipe Cut into 10'6" length		FT	42		\$0.00
2 – 3 X 2" Butt Weld Tees		EA	2		\$0.00
2 – 3 X 2" Anvil Thread o lets		EA	2		\$0.00
25 – 2" Black Steel Split Ring Hangers		EA	25		\$0.00

25 – ¾" Black Steel Split Ring Hangers	EA	25	\$0.00
1 – Box of 2" Schedule 80 Black Steel Nipples	BX	1	\$0.00
1 – Box of ¾" Schedule 80 Black Steel Nipples	BX	1	\$0.00

**Total Amount for Phase Five** **\$0.00**

**Approved Equals / Equivalency Factors:**

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**Senate Heat Exchanger Project Phases 1 - 6 Vendor Request for Quotation Template.**

**Phase Six: Heat Exchanger Equipment.**

<b>Product Description</b>	<b>Substitute</b>	<b>Unit</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
2 – Model 3600 NHE 250 A –QSD 15PSI, PVI Storage Type Hot Water Generators with 250 Gallons Horizontal Nickleshield Nickel Plated Storage Capacity. Unit will recover 2300 GPH from 40 – 140 degree with supplied with 15 PSI Steam. Unit complete with AGA Temperature and Pressure Relief Valves, Tank Temperature and Pressure Gauges. Electronic low water cut off, manual reset high limit device, Steam Pressure Gauge, Intra Tank Circulator 3” Y Strainer, 2” Condensate Trap and Float, Double Solenoid Safety System and all Standard Equipment. ASME approved and stamped for 150 PSI working pressure, 10 Year tank warranty. With one year cost free service policy, and factor start up. Additionally the AOC would like an extended tank warranty from 10 years to 20 years, and (1) long life service policy.					
		EA	2		\$0.00

**Total Amount for Phase Six**

**\$0.00**

**Approved Equals / Equivalency Factors:**

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Senate Heat Exchanger Project Phases 1 - 6 Vendor Request for Quotation Template.

Total Proposed Quotation

Phase Pricing	Total
Phase One	\$0.00
Phase Two	\$0.00
Phase Three	\$0.00
Phase Four	\$0.00
Phase Five	\$0.00
Phase Six	\$0.00
Total Proposed Quotation	\$0.00

All approved equals shall be submitted to the government for review. In the event approved equals are proposed, vendor shall supply (1) specified product data sheets indicating equivalency factors highlighted to be met and one (1) proposed product data sheet, specifically highlighting the equivalency factors that have been met from their proposed product. All submittals shall be effectively marked on the Excel "Senate Heat Exchanger Estimate sheet" under substitutes with a Yes or No. All proposed products shall be approved by the government prior to any acceptance of the vendors Request for Quotation.

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## ATTACHMENT B

# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

## PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

## AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

ARCHITECT OF THE CAPITOL

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

01-00-0001

ACH FORMAT:

☐ CCD +

☐ CTX

ADDRESS:

2ND & D STS., SW, FORD HOUSE OFFICE BUILDING

WASHINGTON, DC 20024

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

ADDITIONAL INFORMATION:

## PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

## FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

( )

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐ CHECKING

☐ SAVINGS

☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:  
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

( )

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)  
Prescribed by Department of Treasury  
31 U.S.C. 3322; 31 CFR 210

## ATTACHMENT C

# ARCHITECT OF THE CAPITOL VENDOR REQUEST FORM

## SECTION I. To Be Completed By AOC Personnel Before Sending To Procurement (fax 225-3221)

Vendor Name:		FAX number:
Name (Printed and Signature) of AOC Personnel Requesting Vendor:		
<i>Signature certifies that this request is for addition or modification of a vendor for the purposes of conducting valid business with the Architect of the Capitol.</i>		
Name of Vendor Personnel to be Sent This Form	Vendor Phone No.:	Vendor Fax No.:
Vendor Number (required for modifications to a vendor already on file):	Date Request Submitted to Procurement::	

## SECTION II. To be completed by vendor. For assistance on SECTION II, call (202) 226-2557

Vendor Name:		
Mailing Address:		
Physical Address:		
Vendor Phone No.:	Vendor Fax No.:	Vendor DUNS No.:
Type of Contractor (See Attached Page For Information)		
If small business, check all that apply in this column	If not a small business, check only one of the below categories	
Small Business Concern	Large Business	
HUBZone Small Business	Historically Black College/University	
Small Disadvantaged Business	Educational Institution	
8(a) Program Participant	JWOD AbilityOne Non Profit Agency	
Service Disabled Veteran Owned	Other Non Profit Organization	
Veteran Owned Small Business	Other Entities (State/Local/Federal Gov.)	
Woman-Owned Small Business		

## SECTION III. To be completed by vendor. For assistance on SECTION III, call (202) 226-2552.

Vendor's Remittance Name and Address:
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## SECTION IV. To be completed by vendor. For assistance on SECTION IV, call (202) 226-2557.

Printed Name and Title of Vendor Representative	
Signature of Vendor Representative	Telephone No.:
E-mail Address	Date:

## SECTION V: For AOC Use Only

Signature and Date of Procurement Staff Entering Data	Signature and Date of Accounting Staff Verifying Financial Data Entered
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### INSTRUCTIONS TO VENDORS

Complete the attached W-9 IRS form. SSN or EIN must be provided. W-9 is also available at [www.irs.gov](http://www.irs.gov) under "More Forms and Publications".

If requesting payment made via Electronic Funds Transfer, complete the enclosed SF 3881 ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM. This form is also available at [www.gsa.gov](http://www.gsa.gov) under "Forms Library" "Standard Forms".

Upon completion of the Vendor Request Form, fax it, Form W-9, and the SF 3881 ACH VENDOR/ MISCELLANEOUS PAYMENT ENROLLMENT FORM, if EFT is requested, to: Procurement Division (202) 225-3221 or e-mail to [AOCProcurement@aoc.gov](mailto:AOCProcurement@aoc.gov). To verify receipt, call (202) 226-2557.



## TYPE OF CONTRACTOR

A small business is one that is organized for profit, has a place of business in the United States, *and* does not exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity. An entity that is organized for profit, has a place of business in the United States, *and* exceeds the size standard for its industry is a large business. An entity that is not organized for profit is a nonprofit organization, e.g., the American Red Cross, universities, and foundations. An entity organized for profit that is not in the United States is a foreign contractor.

Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business are each subsets of small business. Generally, not less than 51% of the business must be owned by the type of individual described in order to be considered of that category, e.g., in order to be a veteran-owned small business, not less than 51% of the business must be owned by one or more veterans with the management and daily business operations controlled by one or more veterans. Small disadvantaged businesses and HUBZone small businesses require certification by the U. S. Small Business Administration. For help in determining the type of contractor you are please visit the following link: <http://www.sba.gov/gopher/Government-Contracting/Size/>

## ATTACHMENT D

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**\* FOR MORE INFORMATION OR INSTRUCTIONS CONSULT THE IRS WEBSITE AT  
WWW.IRS.GOV**

## ATTACHMENT E





UNITED STATES CAPITOL POLICE  
WASHINGTON, D.C. 20510-7218

CP-491  
(4-04)

**REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS**

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle) _____		Address: _____	
		Street & No. _____	
		City & State: _____	
		Zip: _____	Tele: _____
2. Other Names Ever Used: (e.g. maiden name, nickname, ect. If you have never used another name write "None") _____			
3. Date of Birth: (Month, Day, Year) _____		4. Birthplace: (City and State or Country) _____	
5. Social Security Number: _____		6. Gender: _____	
		Male    Female	
7. Race: _____	8. Height: _____	9. Weight: _____	10. Eye Color: _____
		11. Hair Color: _____	

**SIGNATURE AND RELEASE OF INFORMATION:**

**READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:**

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: \_\_\_\_\_ 13. Date: \_\_\_\_\_

## ATTACHMENT F

# United States Capitol Police

## Vehicle Delivery Procedures Reference Guide

Effective May 1, 2008

Off-site Delivery Center (OSDC) Hours of Operation Monday thru Friday 0500 - 1400 **Closed Weekends & Holidays**	Delivery Access Points	Exceptions and After Hours Deliveries
<ul style="list-style-type: none"> <li>* All vehicles will be inspected at OSDC (4700 Shepherd Parkway) prior to making any delivery on Capitol Grounds.</li> <li>* Delivery information must be received by OSDC prior to arrival.</li> <li>* Road restrictions are in effect for all vehicles with a capacity over 1 and 1/4 ton.</li> <li>* Vehicles will proceed directly to their Delivery Access Point after inspection by OSDC without violating the road restrictions.</li> </ul>	<ul style="list-style-type: none"> <li>* Deliveries to the <u>Capitol or Capitol Visitor Center (CVC)</u> will enter at NJ Ave &amp; C Street NW.</li> <li>* Deliveries to the <u>House Office Buildings</u> will enter at Delaware Avenue SW.</li> <li>* Deliveries to the <u>Senate Office Buildings</u> will enter at D Street Tunnel NE.</li> <li>* Deliveries to the <u>Supreme Court or Library of Congress</u> will be made in the 100 blocks of 2<sup>nd</sup> Street NE and SE.</li> </ul>	<ul style="list-style-type: none"> <li>* Prior notification for all exceptions and after hours deliveries must be processed through the House / Senate Sergeant at Arms, the Architect of the Capitol, USCP Special Events (202-224-8891), USCP Command Center (202-224-3908), or USCP Construction Security Division (202) 693-7053).</li> <li><i>Exception example: Time sensitive deliveries and deliveries containing material such as concrete, asphalt, and other materials /goods that may deteriorate over a short period of time.</i></li> </ul>
Capitol / CVC Exceptions and After Hours Procedures	House Office Buildings Exceptions and After Hours Procedures	Senate Office Buildings Exceptions and After Hours Procedures

The below procedures will be followed for exceptions (defined above) and for all deliveries that occur when OSDC and/or Delivery Access Points are closed.

<ul style="list-style-type: none"> <li>* Requires prior approval</li> <li>* Non-prohibited Vehicles may respond directly to the Delivery Access Point for inspection prior to <u>1600</u> hours. (Will remain open until 2000 hours upon opening of the CVC).</li> <li>* Prohibited vehicles will respond to 3<sup>rd</sup> &amp; Maryland SW for inspection prior to making any delivery on Capitol Grounds.</li> <li>* Once inspected, vehicle will be escorted to destination by USCP.</li> </ul>	<ul style="list-style-type: none"> <li>* Requires prior approval</li> <li>* Non-prohibited Vehicles may respond directly to the Delivery Access Point for inspection prior to <u>1900</u> hours.</li> <li>* Prohibited vehicles will respond to 3<sup>rd</sup> &amp; Maryland SW for inspection prior to making any delivery on Capitol Grounds.</li> <li>* Once inspected, vehicle will be escorted to destination by USCP.</li> </ul>	<ul style="list-style-type: none"> <li>* Requires prior approval</li> <li>* Non-prohibited Vehicles may respond directly to the Delivery Access Point for inspection prior to <u>2000</u> hours.</li> <li>* Prohibited vehicles will respond to 3<sup>rd</sup> &amp; Maryland SW for inspection prior to making any delivery on Capitol Grounds.</li> <li>* Once inspected, vehicle will be escorted to destination by USCP.</li> </ul>
		<p style="text-align: center;">LOC / Supreme Court Exceptions and After Hours Procedures</p> <ul style="list-style-type: none"> <li>* Must obtain prior approval from USCP Special Events or USCP Command Center.</li> <li>* The LOC and Supreme Court may have exceptions occasionally. These vehicles will be swept at 3<sup>rd</sup> &amp; Maryland SW and escorted by Supreme Court Police, LOC Police or USCP.</li> </ul>

## ATTACHMENT G





## Senate Heat Exchanger Project Phases 1 - 6 Submittal Request Sheet.

[illegible]

**Senate Heat Exchanger Project Phases 1 - 6 Submittal Request Sheet.**

[illegible]

**Senate Heat Exchanger Project Phases 1 - 6 Submittal Request Sheet.**

[illegible]



